

- Q1. RFP Section 1.8.1, RFP page 10, Required Copies and Deadline for Receipt of Proposal: Please confirm if the Vendor should submit 1 original proposal, 7 copies and 1 electronic PDF of the Cost Proposal? Also, please verify whether the Cost Proposal should be submitted separately from the Technical Proposal?
- R1. The vendor should submit an original and seven copies, including a CD or thumb drive with a copy of the proposal and cost proposal. The cost proposal should be submitted separately.
- **Q2.** RFP Section 1.8.3, RFP page 10, Cost Proposal Forms: This section states Vendors must respond to this RFP by utilizing the cost proposal forms found in Appendix E. Appendix E contains an immigration status form. Was this Section intended to reference the cost proposal forms in Section 5 of the RFP?
- Q2. Yes, the Cost Proposal Forms are in Section 5 of the RFP.
- **Q3.** RFP Section 3.3.9.2 page 37: the RFP indicates the Contractor must present a written disaster recovery plan. Does the disaster recovery plan need to be provided in the response to this RFP? If so, will it count toward the 100-page limit?
- R3. Yes. No it will not count toward the 100 page limit. Please review amendment 1.
- **Q4.** RFP Section 4.2 and 4.2.5.2, page 49 and 54: Three years of our financial statements comprise approximately 50 pages. Are the financial statements included in the 100-page minimum for the Proposal, including attachments?
- **R4.** Review Amendment 1 on the department's website.
- **Q5.** RFP Section 3.4.8 page 44: This section notes "the contract will be for two (2) years", while RFP Section 1.3 page 7 notes an initial contract term of "three (3) years". Please confirm the length of the initial contract term and subsequent options.
- R5. The initial contract will be for two (2) years beginning November 01, 2019 and ending October 31, 2021. Renewals of the contract, as agreed upon by both parties, may be for a one (1) year time period, or any time period that is advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department.
- **Q6.** RFP Section 4.2, RFP page 49, Proposal Form:



- 6.1 Would the State reconsider eliminating the 100-page limit? If not, please confirm that the following sections are excluded from the 100-page limit:
 - Response to RFP Section 3.3.9.2 (Contingency/Disaster Recovery Plan)
 - Response to RFP Section 4.2.5.1 Vendor Qualifying Information
 - Response to RFP Section 4.2.5.2 Vendor Financial Stability
 - Response to RFP Section 4.2.5.4 Vendor Certifications
 - Response to RFP Section 4.2.5.5 Attachments
- 6.2 The RFP requires vendors to respond using 12-point font. May vendors use a smaller, still readable font for the following: headers and footers, requirement text, exhibits, matrices, and tables? Yes.
- 6.3 The RFP requires that the font be in black print. Can other font colors other than black be used in section headings and emphasized text?
- R6. 6.1 Yes, the following sections: 3.3.9.2, 4.2.5.1,4.2.5.2, 4.2.5.4, and 4.2.5.5 are excluded from 100 page limit, please review Amendment 1 on the department's website.
 - **6.2 Yes.**
 - 6.3 No.
- **Q7.** RFP Section 5: Cost Proposal, RFP page 57: A portion of the Cost Proposal table is cut off. Could you please resend an updated template with the full cost proposal table visible? Also, would it be feasible to provide the Cost Proposal in Word or Excel format to facilitate data input?
- R7. Yes, Yes.
- **Q8.** RFP Section 6, page 59: In the Evaluation Criteria (Vendor Qualifying Information G) it lists Contract Performance. What criteria is being evaluated under Contract Performance?
- **R8.** See 4.2.5.1.7 Contract Performance of the RFP document.



Q9. RFP Section 7.3.3, page 63: Bidder respectfully requests that the State of Alabama amend this section to include that the State will refrain from using competitors of the Bidder to perform services or inspect premises of the ASDU. This exception is required to preserve the Bidder's competitiveness in today's market. Please see below the suggested language to address this concern:

"The State agrees to make reasonable efforts to work in conjunction with Contractor to protect Contractors proprietary materials when assigning competitors of Bidder to perform services referenced herein."

- **R9.** Request denied. Changes to contractual language maybe discussed after notification of an award.
- Q10. RFP Section 7.3.5 Indemnity, page 63: Bidder respectfully requests that the State of Alabama amend the first paragraph of this section to clarify that bidder shall not be required to indemnify the State if the liability was caused by actions outside the bidder's control. This exception is necessary to allow the bidder a controlled and reasonable risk management approach to the agreement and the services to be provided by bidder:

"Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State of Alabama, its officers, agents, representative, employees, successors and assigns and other governmental agencies."

- R10. Request denied. Changes to contractual language maybe discussed after notification of an award.
- **Q11.** RFP Section 7.4.2 Public Liability and Property Damage, page 64-65:
 - 11.1. Would the State of Alabama consider reducing the requirement for Liability Insurance for Property Damages to five million dollars (\$5,000,000)?
 - 11.2. Would the State modify the requirement associated with Errors and Omissions Insurance to allow for a "claims made" policy?
- R11. 11.1 The insurance must provide the coverage and amount of insurance set out in the RFP. Because individual insurance providers may name or categorize their insurance coverage differently, upon notification of intent to award, the contract the vendor will submit their particular policy for review to insure that it meets RFP criteria.
 - 11.2. No.



Q12. RFP Section 7.5.7 Suspension of Work, page 67: Bidder respectfully requests that the State of Alabama amend this section to clarify Contractor's right to payment prior to suspension. This clarification is necessary to allow bidder a controlled and reasonable risk management approach to the agreement and the services to be provided by bidder. Please see below the suggested language to address this concern:

"The Contractor shall be paid through the date of suspension in accordance with 7.5.13.6."

- R12. Request denied. Changes to contractual language maybe discussed after notification of an award.
- Q13. RFP Section 7.7.3 Ownership of Documents and Information, page 74: Bidder respectfully requests that the State of Alabama amend this section to clarify bidder's ownership or proprietary material. This clarification is necessary to provide bidder a reasonable protection of its proprietary material used in connection with this project. Please see below the suggested language at the end of the sentence to address this concern:

"...except for Contractor's prior proprietary, trademarked or patented materials, even if utilized for this project. The State of Alabama shall not have any residual rights to said materials beyond this Agreement and Project.

- R13. Request denied. Changes to contractual language maybe discussed after notification of an award.
- **Q14.** Can the State please provide the correct reference to the subsection referenced in the second paragraph of this section 7.5.13.2 as RFP does not seem to contain Subsection 7.5.14.6.
- R14. See Section 7.5.13.6 Termination Claims of the RFP document.



Q15. Pages 7; 44; 57; 58; 66 Section: 1.3; 3.4.8; 5.0; 5.4; 7.5.1

Would the State please clarify the base contract term and optional extension years and amend the RFP and pricing worksheet, if appropriate? The contract term is discussed in the following RFP sections:

Section 1.3 defines the contract term as a three-year term with two possible one-year extension periods, at the option of the Department. The program operational date is defined as November 1, 2019;

In Section 3.4.8, End of Contract Transition Plan, a statement reads, "As noted previously, the contract will be for two (2) years;"

The pricing worksheet in Section 5.0 requests pricing for two years; Section 5.4 requests optional CSU and IVR services be priced for two years; and Section 7.5.1 defines the contract term as a two-year contract with three one-year extension periods.

R15. The initial contract will be for two (2) years beginning November 01, 2019 and ending October 31, 2021. Renewals of the contract, as agreed upon by both parties, may be for a one (1) year time period, or any time period that is advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department.

Q16. Pages 7; 44; 57; 58; 66 Section: 1.3; 3.4.8; 5.0; 5.4; 7.5.1

Would the State please clarify the base contract term and optional extension years and amend the RFP and pricing worksheet, if appropriate? The contract term is discussed in the following RFP sections:

Section 1.3 defines the contract term as a three-year term with two possible one-year extension periods, at the option of the Department. The program operational date is defined as November 1, 2019;

In Section 3.4.8, End of Contract Transition Plan, a statement reads, "As noted previously, the contract will be for two (2) years;" The pricing worksheet in Section 5.0 requests pricing for two years; Section 5.4 requests optional CSU and IVR services be priced for two years; and Section 7.5.1 defines the contract term as a two-year contract with three one-year extension periods.

R16. The initial contract will be for two (2) years beginning November 01, 2019 and ending October 31, 2021. Renewals of the contract, as agreed upon by both parties, may be for a one (1) year time period, or any time period that is



advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department.

Q17. Page 18, Section 3.1.1

Can the State verify the number of payments per month that are posted as unidentified payments (8% or .08%)?

- R17. .08%
- **Q18.** Page 32, Section: 3.3.4.7

What credit card types does the State currently accept on the Web payment portal (e.g., Visa, Discover, MasterCard, and American Express)?

- R18. The State does not currently have a Web Payment Portal.
- **Q19.** Page 32, Section: 3.3.4.7

If possible, please provide the breakdown of payment types utilized through the Web payment portal (credit card, debit card, ACH) by volume and dollar amount.

- **R19.** Review **R18.**
- **Q20.** Page 32, Section: 3.3.4.7

Would the State please provide the convenience fee schedule for payments remitted through the Web payment portal?

- **R20.** Review **R18.**
- **Q21.** Page 32, Section: 3.3.4.7

How many card payments remitted through the Web payment portal fall into the prepaid category?

- **R21.** Review **R18.**
- **Q22.** Page 35, Section: 3.3.7

Would the State consider pricing alternatives for the Customer Service Unit if they afforded the State complete flexibility as to scope of services provided (pay for only services used)?

R22. No, however the vendor may include a role structure in their proposals for additional services



Q23. Page 36, 54 Sections: 3.3.8, 4.2.5.3

Is the vendor's response to RFP Section 3.3.8, Optional Expanded Customer Service Unit, considered to be part of the 100-page response limit? Or, since the response is optional, will the State allow the vendor to provide incremental content and descriptions of the vendor's capabilities and experience in addition to the 100-page response limit?

Additionally, the Technical Proposal outline in RFP Section 4.2.5.3 does not provide a response placement for RFP Section 3.3.8, Optional Expanded Customer Service Unit. Could the State please clarify where they would like vendors to respond to this requirement?

- R23. No. If you are providing an outline for the Optional Expanded Customer, tab the section and list it as 33.8.
- **Q24.** Page 36, Section: 3.3.8.1.1

If possible, can the State please provide the following information, broken down daily, weekly, monthly, and annually, as available:

Total number of IVR calls;

Total number of calls answered by a customer service representative;

Average speed to answer;

Percentage of calls abandoned;

Average number of calls during peak times; and

Average handle time for all calls?

- R24. This is an automated system with no live representatives. The calls average around 70 to 90 seconds. The 1.82 million calls is annual not monthly.
- **Q25.** Page 45, Section: 3.4.8.1.3 (c)

RFP Section 3.4.8.1.3 (c) states that as a part of the End of Contract Transition, the Contractor must grant DHR the option of a lease assignment, including space leases, if possible. Is this a requirement in the current, incumbent vendor's contract? If so, will the incumbent vendor make the current leased space available to the successful vendor?



R25. Request denied. Contractual language maybe discussed after notification of an award.

Q26. Page 49, Section: 4.2

Section 4.2 of the RFP states: "Proposals must not exceed one hundred (100) pages, including attachments." However, the required supporting documents and plans may exceed this page limit. Will the State please consider allowing the following required items to be placed in an appendix that does not count toward the 100-page limit:

Personnel resumes;

Required 3 years of financial audits, bank references, and supporting documents;

Implementation Plan/Gantt chart; and

Business Continuity/Disaster Recovery plan.

R26. Review R4.

Q27. Page 49, Section: 4.2

Section 4.2 of the RFP states vendor proposals must use "Times New Roman (font), size 12, black print." Do these requirements apply only to the body text of the proposal, or does the State intend that all of the following be black or grayscale and in 12-point TNR font:

Section headings;

Graphics;

Logos;

Charts; and

Photos?

R27. Yes.

Q28. Page 49, Section: 4.2

Section 4.2 of the RFP states: "Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners." Will the State clarify whether proposals can be bound using 3-ring binders? If not, what is the State's preferred method of binding?



R28. Yes.

Q29. Page 50, Section: 4.2.5.1.1

Section 4.2.5.1.1 asks vendors to "provide a description and names of the organization's governing board of directors and the names, titles and responsibilities of all officers, identifying those who are authorized to negotiate a contract with the Department and who have responsibilities and accountability for the contract." Can the State please clarify that "officers" means individuals elected by the company's board of directors?

R29. Yes.

Q30. Page 55, Section: 4.2.5.3.1

Section 4.2.5.3.1 states, "Vendors must complete start-up in sixty-nine (69) days." With contract award scheduled in April 2019 and operations beginning no later than November 1, 2019, would the State provide additional clarity into what is meant by the statement referenced above?

R30. Program must start by November 1, 2019.

Q31. Pages 10; 57, Section: 1.8.3; 5

Section 1.8.3 on page 10 states, "Vendors must respond to this RFP by utilizing the cost proposal forms found in Appendix E." However, Appendix E of the RFP contains an Immigration Status Form. Is Section 5 on page 57 intended to be a cost form for vendors to use? If so, the form appears to be partially cut off the page. Will the State please provide a new copy of the cost proposal form in Excel format or in a landscape-oriented PDF?

R31. Yes.

Q32. General

Would the State please provide the current staffing levels in the ASDU including number of people by job function?

R32. There are 5 in the mailroom/scanning, 3 processing, 3 customer service and 1 director for a total of 12 employees.



Q33. Section: 3.1.1 and 3.1.2, pages 18-19

For the statistics provided in Sections 3.1.1 and 3.1.2, can the State clarify the period represented by these statistics (e.g., calendar year 2018, State Fiscal Year 2018, or other)?

- R33. Fiscal Year 2018.
- **Q34.** Section: 3.3.1.a, page 20

What are the current days and hours of operation for the ASDU?

- **R34.** Monday through Friday 5am to 5pm with some Saturdays.
- **Q35.** Section: 3.3.1.c, page 20 3

"The ASDU will not maintain a payment history or participant address for obligors. It will be required to maintain address information for employers and other states."

Is the contractor prohibited from maintaining payment history and participant addresses for obligors (in the normal course of business), or just not required to do so?

- R35. The contractor is not required to maintain payment history and participant addresses for obligors.
- **Q36.** Section: 3.3.4.3.a, page 29.

"Foreign currency. The Contractor must accept foreign currency."

Are foreign currency items deposited to the State Treasurer's depository account, and what are the conversion procedures?

R36. Foreign checks are deposited into the DHR account through the ACSPC. They send the checks to Compass Bank by way of a courier. The bank fills out a collection receipt for the foreign item and sends it to their foreign collections unit for conversion. After it is converted, a credit for the item is received by CSA, who then notifies the ACSPC to receipt the funds. This process can take about 45 days.



Q37. Section 3.3.4.6.a, pages 30-31

"If payments remain unidentified after this three day time period, they will be transferred to CSED on an exceptions report."

Will the State clarify whether data for the deposited, unidentified payments will also be transmitted on the daily ALECS Payment File after three days of unsuccessful Vendor research, or continue to be maintained only in the ASDU system?

- R37. Unidentified payments will be transmitted on the ALECS Payment File after three days of unsuccessful Vendor research.
- **Q38.** Section: 3.3.8, page 36 Can the State provide expected volume for the expanded customer service functions?

Can the State confirm the limit of 10 full time positions is only for the expanded customer services functions and not for all customer service?

- **R38.** Yes.
- **Q39.** Section: 3.4.6.1, page 43

May the manuals and updates referenced in this section all be provided online or in an electronic format only, or is paper also required?

- **R39.** Either method.
- **Q40.** Section: 3.4.8.1.1.c and 3.4.8.1.2.c, page 45

"The ASDU Contractor shall supply the following items to DHR ...: All application software (current version) used to process or support the processing of IV-D and Non IV-D payments."

Can the State clarify whether the contractor is required to turn over its proprietary software at the end of the contract?

- R40. The intent is for DHR to have sufficient information/software to transition from the former vendor to the new vendor.
- **Q41.** Section: 3.5.1.h, page 47

May correspondence directed to the DHR county and State offices be processed and forwarded electronically along with the required log?

R41. Yes.

Alabama Department of Human Resources

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Q42. Section:

May proposals include graphics and captions in a color other than black?

Regarding the 100-page limit, will the State consider allowing project narrative descriptions to be included as an appendix outside the 100-page limit, so as not to penalize vendors with extensive experience?

Will the State consider allowing the Implementation Plan to be included as an appendix outside the 100-page limit? (Non-incumbent bidders would be expected to have longer plans than the incumbent bidder.)

Are labeled tabs required for each bolded section and subsection of Section 4? For example, is a tab required for 4.2.5.1, 4.2.5.1.1, 4.2.5.1.2, 4.2.5.1.2.a), etc.?

4.2, page 49.

R42. Review R 4, regarding Proposal page limit. Yes tabs are required for the subsections.